

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES**

CONDUENT STATE & LOCAL SOLUTIONS, INC.

1. Introduction

A. Parties

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Conduent State & Local Solutions, Inc. with its principal place of business at Conduent State & Local Solutions, Inc., 12410 Milestone Center Drive, Germantown, Maryland 20876.

B. Compliance with Procurement Laws

This Contract is consequential to an Assignment Agreement with the effective date of April 1, 2018 made between DIR and Conduent State & Local Solutions, Inc., to DIR Contract Number DIR-TSO-3409. The Assignment Agreement is attached hereto as Attachment 1 and incorporated herein by reference. This contract is in compliance with applicable procurement laws of the State. Upon execution of this Contract, a notice of award for DIR Contract Number DIR-TSO-3741 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract DIR-TSO-3741, Attachment 1, Assignment Agreement and DIR Contract Number DIR-TSO-3409 through Amendment 2 thereto except to the extent modified by the following Appendices, Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Jury Court Software License Agreement; Appendix E, Jury Court Services Agreement ; Appendix F, Jury Court Product Support Agreement; Appendix G, Conduent Services Agreement; Exhibit 1, vendor response to RFO DIR-TSO-TMP-225, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-225, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract DIR-TSO-3741, then DIR-TSO-3409 and all amendments to it, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be April 1, 2018 (“Effective Date”) through December 5,

2018. The contract will renew automatically for one additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification or term or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Services and Support related to as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, Director Cooperative Contracts
Technology and Sourcing Office
Department of Information Resources

300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: Kelly.parker@dir.texas.gov

If sent to the Vendor:

Marco Monsivais
Conduent State & Local Solutions, Inc.
15237A Riata Trace Parkway
Building 5, Suite A300
Austin, TX 78727
Phone: (512) 825-3498
Facsimile: (512) 298-3464
Email: Marco.monsivais@conduent.com

7. Software License and Service Agreements

A. Software License Agreement

- 1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Jury Court Software License Agreement set forth in this Section 7 and Appendices D of this Contract. No changes to the Jury Court Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the Jury Court Software License terms language in this Section 7 and Appendix D. Vendor and Order Fulfiller shall make the Jury Court Software License Agreement terms and conditions available to all Customers at all times.
- 2) Compliance with the Jury Court Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Jury Court Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Jury Court Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor for HPE Branded Software. Any purchases of third party Software shall be subject to the third party's license terms.

It is the Customer's responsibility to read the third party Shrink/Click-Wrap License Agreement and determine if the Customer accepts the license terms. Customers are bound by, and will abide by such third party Shrink/Click-wrap

License terms unless the Customer does not agree with the license terms, then Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-Wrap License Agreement language from the software publisher, which the parties shall agree to in writing.

C. Service Agreement

Services provided under this Contract shall be in accordance with the Services Agreements as set forth in Appendix E, F and/or G of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A for Products and Related Services

A. Appendix A, Section 5, Intellectual Property Matters is hereby deleted and replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

This Contract is executed to be effective as of April 1, 2018.

CONDUENT STATE & LOCAL SOLUTIONS, INC.

Authorized By: Signature on File

Name: David Wright

Title: SVP

Date: 3/30/18

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 4/3/18

Office of General Counsel: db 4/2/18